

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

<b>M.A, an individual,</b>	:	<b>CASE NO.: 2:19-cv-00849</b>
	:	
<b>Plaintiffs,</b>	:	<b>JUDGE MARBLEY</b>
	:	
<b>v.</b>	:	
	:	
<b>WYNDHAM HOTELS AND RESORTS,</b>	:	
<b>INC., et al,</b>	:	
	:	
<b>Defendants.</b>	:	

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY’S**  
**INTERVENING COMPLAINT**

Now comes Intervening Plaintiff American Family Mutual Insurance Company (“AmFam”), by and through legal counsel, and for its Intervening Complaint against Plaintiff and Defendants Krrish Lodging, LLC (“Krrish”) and Wyndham Hotels and Resorts, Inc. (“Wyndham”), states as follows:

1. AmFam is an insurance company which issued a Businessowner’s Liability Insurance Policy, identified as Policy No. 34X53629-01, as well as a Commercial Liability Umbrella Policy, identified as Policy No. 34X53629-02 (collectively the “Policies”) to Krrish.
2. True and accurate copies of the Policies are attached hereto and Exhibit A & B respectively, and are incorporated herein by reference.
3. AmFam did not issue any other applicable or potentially applicable policies to Krrish and/or Wyndham.
4. Krrish and/or Wyndham are “insureds” under the Policies.
5. Plaintiff is a resident of Ohio and AmFam is domiciled in Wisconsin.

6. The matter in controversy exceeds \$75,000.00, exclusive of interest and costs.

7. This Court has diversity jurisdiction over AmFam's claims, under 28 U.S.C. §1332 and/or subject matter jurisdiction under 28 U.S.C. §1331.

8. Plaintiff seeks to recover herein for damages allegedly sustained from the acts or omissions of Krrish and/or Wyndham under the Trafficking Victims Protection Reauthorization Act ("TVPRA"), 28 U.S.C. §1595, as more fully described in her Complaint.

9. The Policies apply only to "bodily injury" or "personal and advertising injury" caused by an "occurrence."

10. All or part of Plaintiffs' alleged damages were not caused by an "occurrence."

11. Further or in the alternative, all or part of Plaintiff's claimed damages do not constitute "bodily injury" or "personal and advertising injury" as defined in the Policies.

12. Further or in the alternative, AmFam does not owe coverage for all or part of Plaintiff's claims against Krrish and/or Wyndham by reason of one of more the following policy exclusions:

A. The Policies' exclusions for "bodily injury" . . . "expected or intended from the standpoint of the insured. . . ."

B. The Policies' exclusions for "personal or advertising injury" "caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

C. The Policies' exclusions for "personal or advertising injury" "arising out of a criminal act committed by or at the direction of the insured".

D. The Policies' exclusions for (a) "the actual or threatened abuse of molestation by anyone of any person while in the care, custody or control of any insured" or (b)

“the negligent employment, investigation, supervision, reporting to the proper authorities, or failure to report or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) above.”

E. The Policies’ exclusions for punitive or exemplary damages.

F. Other exclusions in the Policies as may be later determined through discovery.

13. As a result of the foregoing, *inter alia*, AmFam has no duty to defend or indemnify Defendant Krrish and/or Defendant Wyndham as to Plaintiffs’ claims in this matter under the Policies.

14. A justiciable controversy exists between the parties regarding the rights and responsibilities of each of the Policies.

**WHEREFORE**, Intervening Plaintiff American Family Mutual Insurance Company demands judgment determining and declaring that it has no duty to defend or indemnify Defendants Krrish Lodging, LLC and/or Wyndham Hotels and Resorts, Inc. against Plaintiff’s claims herein, along with any and all other or further relief as may be just and proper.

Respectfully submitted,

**CURRY, ROBY & MULVEY CO., LLC**

/s/ Bruce A. Curry

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*Trial Attorneys for Intervening Plaintiff  
American Family Mutual Insurance Company*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was filed electronically on the 5th day of June, 2019, and that copies were served on all parties and/or counsel of record via email on the same day.

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/s/ Bruce A. Curry  
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